

WEIL GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007  
Jacqueline Marcus

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
	:
	:
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**OMNIBUS STIPULATION, AGREEMENT, AND ORDER  
BETWEEN BNC MORTGAGE LLC AND U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE, PROVIDING FOR RELIEF FROM  
THE AUTOMATIC STAY WITH REGARD TO CERTAIN REAL PROPERTY**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

This Stipulation, Agreement and Order (the “Stipulation, Agreement and Order”) is entered into by and between BNC Mortgage LLC (“BNC”) and its affiliated debtors in the above referenced chapter 11 cases, as debtors and debtors in possession (together, the “Debtors”), and U.S. Bank National Association, as Trustee (“U.S. Bank”) for the securitization trusts set forth on Exhibit A as the “Current Owner” (the “Trusts”).

**RECITALS**

A. On September 15, 2008 and periodically thereafter, Lehman Brothers Holdings Inc. (“LBHI”) and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. On January 9, 2009, BNC, an indirect subsidiary of LBHI, commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code.

C. On October 15, 2009 and December 21, 22, 23, and 29, 2009, U.S. Bank filed Affirmations In Support Of Entry Of An Order Granting Relief From The Automatic Stay [Docket Nos. 5497, 6314, 6315, 6345, 6346, 6347, and 6402] (the “Motions”).

D. Each Motion asserts that U.S. Bank, as Trustee, is the holder of a certain first mortgage executed in favor of BNC Mortgage, Inc. (the “First Mortgages”).<sup>1</sup> Each First Mortgage secures the repayment of the principal sums due under the respective note as set forth on Exhibit A. Each First Mortgage granted Mortgage Electronic Registration Systems, Inc. (“MERS”), as nominee for BNC Mortgage Inc., a security interest in the respective property set forth on Exhibit A (the “Properties”). BNC subsequently transferred, and no longer retains any interest in, the First Mortgages.

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<sup>1</sup> BNC Mortgage, Inc. and BNC Mortgage LLC are the same entity. BNC was originally organized under the laws of Delaware as a corporation under the name “BNC Mortgage, Inc.” On or about January 13, 1998, BNC changed its corporate form from a corporation to a limited liability company under the name “BNC Mortgage LLC.” BNC is still referred to as “BNC Mortgage Inc.” in those states in which it is registered to conduct business under its former name.

E. The Motions also assert that there are subordinate mortgages on the Properties (the “Second Mortgages”) held by MERS, as nominee for BNC Mortgage, Inc., in the amounts set forth on Exhibit A.

F. U.S. Bank has brought foreclosure proceedings against the Properties in the state courts set forth on Exhibit A (the “Foreclosure Proceedings”). The Foreclosure Proceedings have been stayed by BNC’s chapter 11 case.

G. Following receipt of the Motions, employees of the Debtors reviewed BNC’s records and determined that BNC had previously transferred its interests in the Second Mortgages as set forth in Exhibit B. As a result of these transfers, BNC does not currently hold an interest in any of the First Mortgages or the Second Mortgages. Due to BNC’s usage of MERS as its nominee, however, BNC’s interest in the Second Mortgages remains on the local property records, creating an impediment to U.S. Bank’s acquisition of insurable title to the Properties.

H. Each Motion seeks entry of an order terminating the automatic stay extant in BNC’s chapter 11 case pursuant to section 362 of the Bankruptcy Code and allowing U.S. Bank to exercise its non-bankruptcy rights and remedies as to the Properties including, but not limited to, foreclosure.

I. In light of the foregoing, and to ensure that U.S. Bank is not prohibited from exercising its rights with respect to the Properties, BNC and U.S. Bank (each a “Party” and together, the “Parties”) have agreed, subject to approval of this Court, to resolve each of the Motions on the terms set forth below.

**IT IS HEREBY STIPULATED, AGREED, AND ORDERED** by and between BNC and U.S. Bank, through their undersigned attorneys, that:

1. This Stipulation, Agreement, and Order shall have no force or effect unless and until approved by the Court (the “Effective Date”).
2. Upon the Effective Date, to the extent that the automatic stay is applicable, it shall be modified with respect to the interest of U.S. Bank, its successors, and/or its assigns, in the Properties, and U.S. Bank, its successors, and/or its assigns, shall be permitted to exercise their rights under applicable non-bankruptcy law against the Properties.
3. Except as provided in paragraph 2, the provisions of section 362(a) of the Bankruptcy Code, including, without limitation, those provisions prohibiting any act to collect, assess, or recover a claim that arose prior to the Commencement Date from BNC’s estate and/or assets or property of BNC (as defined in section 541 of the Bankruptcy Code) shall remain in full force and effect.
4. Upon the Effective Date, the Motions shall be deemed resolved.
5. This Stipulation, Agreement, and Order may only be amended or otherwise modified by a signed writing executed by the Parties.
6. Each person who executes this Stipulation, Agreement, and Order by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement, and Order on behalf of such Party.
7. This Stipulation, Agreement, and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement, and Order to present any copy, copies, electronic copies, or facsimiles signed by the Parties.

8. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreements and Order.

Dated: March 23, 2009  
Plainview, New York

/s/ Lisa Milas

Lisa Milas

Rosicki, Rosicki & Associates, P.C.  
51 E. Bethpage Road  
Plainview, NY 11803  
Telephone: (516) 741-2585

Attorneys for U.S. Bank National  
Association, as Trustee

Dated: March 23, 2009  
New York, New York

/s/ Jacqueline Marcus

Jacqueline Marcus

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtors  
and Debtors in Possession

**SO ORDERED:**

Dated: New York, New York  
April 1, 2010

s/ James M. Peck

Honorable James M. Peck  
United States Bankruptcy Judge

**Exhibit A**  
**(Information on the Properties)**

Property	Current Owner	Original Principal Balance of First Mortgage	Original Principal Balance of Second Mortgage	Approximate Date of Commencement of Foreclosure Action	Court in Which Foreclosure Proceeding was Commenced
111 Alter Ave., Staten Island, NY	Lehman Brothers Securitization Name-Structured Asset Investment Loan Trust	\$456,000.00	\$114,000.00	May 23, 2007	Supreme Court for the State of New York, County of Richmond
1347 E. 80th Street, Brooklyn, NY	Structured Asset Securities Corporation Structured Asset Investment Loan Trust Mortgage Pass Through Certificates, Series 2005-11	\$560,000.00	\$140,000.00	August 4, 2009	Supreme Court for the State of New York, County of Kings
150-18 115th Dr., Jamaica, NY	Lehman Brothers Securitization Name-Structured Asset Investment Loan Trust	\$279,840.00	\$69,960.00	May 30, 2005	Supreme Court for the State of New York, County of Queens
4 Carnaby Ave., Coram, NY	BNC Mortgage Loan Trust 2007-1	\$292,000.00	\$73,000.00	June 20, 2007	Supreme Court for the State of New York, County of Suffolk
107-48 122nd St., Richmond Hill, NY	Lehman Brothers Structured Asset Investment Loan Trust SAIL 2005-7	\$400,000.00	\$100,000.00	February 21, 2008	Supreme Court for the State of New York, County of Queens

Property	Current Owner	Original Principal Balance of First Mortgage	Original Principal Balance of Second Mortgage	Approximate Date of Commencement of Foreclosure Action	Court in Which Foreclosure Proceeding was Commenced
187-01 Ridgedale St., Springfield Garden, NY	Lehman Brothers Securitization Name-Structured Asset Investment Loan Trust	\$370,221.60	\$92,555.40	June 5, 2008	Supreme Court for the State of New York, County of Queens
94-12 Forbell St., Ozone Park, NY	Lehman Brothers Securitization Name-Structured Asset Investment Loan Trust	\$318,656.00	\$79,664.00	April 16, 2007	Supreme Court for the State of New York, County of Queens

**Exhibit B**  
**(Date of Assignment of Second Mortgages)**

Property	Assignment from BNC to Lehman Brothers Bank, FSB	Assignment from Lehman Brothers Bank, FSB to Lehman Brothers Holdings Inc.	Assignment from Lehman Brothers Holdings Inc. to Structured Asset Securities Corporation	Assignment from Structured Asset Securities Corporation to the relevant Securitization Trust
111 Alter Ave., Staten Island, NY	August 22, 2005	September 30, 2005	September 30, 2005	September 30, 2005
1347 E. 80th Street, Brooklyn, NY	November 22, 2005	February 28, 2007	February 28, 2007	February 28, 2007
150-18 115th Dr., Jamaica, NY	August 22, 2005	September 30, 2005	September 30, 2005	September 30, 2005
4 Carnaby Ave., Coram, NY	January 30, 2007	February 28, 2007	February 28, 2007	February 28, 2007
107-48 122nd St., Richmond Hill, NY	June 22, 2005	July 29, 2005	July 29, 2005	July 29, 2005
187-01 Ridgedale St., Springfield Garden, NY	September 22, 2005	October 28, 2005	October 28, 2005	October 28, 2005
94-12 Forbell St., Ozone Park, NY	August 22, 2005	September 30, 2005	September 30, 2005	September 30, 2005